REMARKS

Claims 1-4, 6-11 and 13-21 have been amended in this Response to Office Action. No claims have been added or cancelled. Thus, claims 1-4, 6-11 and 13-21 are currently pending. No new matter has been introduced.

I. Interview Summary

The undersigned would like to thank the Examiner for the interview conducted on October 24, 2007 (the "Examiner Interview"). The parties discussed the meaning of some of the Examiner's rejections. The Examiner indicated that claim 1 did, indeed, claim statutory subject matter.

II. Rejection of Claim 1 under 35 USC 101

The Examiner has rejected Claim 1 under 35 USC 101 as not falling within any of the categories of patentable subject matter.

During the Examiner Interview, the Examiner indicated that claim 1 did, indeed, claim statutory subject matter.

It is therefore respectfully requested that this rejection be withdrawn.

III. Rejection of Claims 1-4, 6-11 and 13-21 under 35 USC 102(e)

A. Claims 1-4, 6 and 7

The Examiner has rejected claims 1-4, 6 and 7 under 35 USC 102(e) as anticipated by US Patent Application No. 2004/0117310 to Mendez et al. ("Mendez"). It is respectfully submitted that claims 1-4, 6 and 7 are not anticipated by Mendez because Mendez does not teach all the limitations of Claims 1-4, 6 and 7. In particular, Mendez does not teach a remote computer including a record management system that is configured to "upon filing one or more records with records the database, automatically instruct the processor to delete one or more of the records from the memory."

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently, in a single prior art reference." *MPEP* § 2131 (citing *Verdegual Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987)).

The network system 100 described in Mendez includes a global server system 110 in communication with one or more remote devices 120 via a network 150. (*Mendez*, para. [0036] and Fig. 1). The system 100 protects the data on the global server 110 (server data 115) and on the remote devices 120 (remote device data 121) when the remote device 120 is compromised. For example, the remote device 120 may be compromised when it falls into the hands of an unauthorized user. (*Mendez*, para. [0046] and [0094]). The system 100 provides a method, system and computer program for a "user in charge of the data" at an establishment (such as a governmental agency, company etc.), the central location of which is where the global server system is located, to prevent misuse of data on the remote computer 120. (*Mendez*, para. [0008]).

The global server system 110 includes remote access server 116 and a synchronization server 118. (*Mendez*, para. [0038] and Fig. 1). The remote device 120 includes a remote access client 122 and a synchronization client 124. (*Mendez*, para. [0039] and Fig. 1). The remote access server 116 and the remote access client 122 work with each other to allow the remote device 120 to access the server data 115 on the global server system 110. (*Mendez*, para. [0041]). The synchronization server 118 and the a synchronization client 124 work with each other to synchronize the copies of data 115 on the server 100 with copies of the same data 121 on the remote device 120. (*Mendez*, para. [0042]).

The server system 110 also includes an autodestruct server system 600. This autodestruct system 600 instructs an autodestruct client 700 on the remote device 120 to destroy remote device data 121 when the remote device 120 is compromised (*Mendez*, para. [0077]). The autodestruct client 700 includes a data eraser 720 that erases remote device data 121 on demand from the server system 110 or based on self-initiation. (*Mendez*, para. [0089]). Via the autodestruct client 700, the remote device 120 may auto-initiate an autodestruct sequence if the

remote device 120 determines that it has been compromised. The autodestruct sequence may cause the remote device 120 to erase some or all of the remote data 121. (*Mendez*, para. [0089]).

Thus, in the networked system 100 of Mendez, data is erased from the remote computer 120 only if the global server system 110 (via the autodestruct server 600) instructs the remote device 120 to do so, or if the autodestruct client 700 of the remote device 120 detects that the remote device has been compromised. (*Mendez*, para. [0089]). However, in Mendez there is no teaching of a system located on the remote device (a record management system) that automatically instructs the remote device (computer) to delete data (records) from the remote device upon filing the record within the global server system (database).

Therefore, it is respectfully requested that the rejection be withdrawn.

B. Claims 8-11 and 13-14

The Examiner has rejected claims 8-11 and 13-14 under 35 USC 102(e) as anticipated by Mendez. It is respectfully submitted that claims 8-11 and 13-14 are not anticipated by Mendez because Mendez does not teach all the limitations of Claims 8-11 and 13-14. In particular, Mendez does not teach the step of "automatically deleting one or more of the records from the remote computer upon filing one or more of the records with the central database via a record management system stored on the remote computer."

As discussed above in connection with the rejection of claims 1-7, the networked system 100 of Mendez erases data from the remote computer 120 only if the global server system 110 instructs the remote device 120 to do so, or if the autodestruct client 700 of the remote device 120 detects that the remote device has been compromised. Mendez does not teach automatically erasing (deleting) data (a record) from the remote device (computer) upon filing the record in the global server system (database) via a system (record management system) located on the remote device (computer).

It is therefore respectfully requested that the rejection be withdrawn.

C. Claims 15-21

The Examiner has rejected claims 15-21 under 35 USC 102(e) as anticipated by Mendez. It is respectfully submitted that claims 15-21 are not anticipated by Mendez because

Mendez does not teach all the limitations of Claims 15-21. In particular, Mendez does not teach a means for "automatically deleting one or more of the records from the remote computer upon filing one or more of the records at the central database, wherein the means for filing and the means for automatically deleting are stored on the remote computer."

In the Mendez system 100, the instruction to erase data from the remote device 120 comes from the global server system 110 or is self-initiated by the remote device 120. In neither case does the instruction to delete data from the remote device 120 occur automatically upon filing data on the remote device 120 with the global system server 110.

It is therefore respectfully requested that the rejection be withdrawn.

CONCLUSIONS

It is respectfully submitted that pending claims 1-4, 6-11 and 13-21 are in condition for allowance, and such allowance is hereby requested.

It is believed that no fee is due in connection with the filing of this Response. However, please charge any fees that may be necessary to Deposit Account No. 09-0007.

If any questions should arise, please do not hesitate to contact the undersigned.

Respectfully submitted,

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